Micro Manufacturing, Inc. *and* Local Union No. 771, International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW), AFL–CIO. Case 7–CA–35586

June 22, 1994

DECISION AND ORDER

BY CHAIRMAN GOULD AND MEMBERS DEVANEY AND BROWNING

Upon a charge filed by Local Union No. 771, International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW), AFL–CIO (the Union), on February 24, 1994, the General Counsel of the National Labor Relations Board issued a complaint on March 31, 1994, against Micro Manufacturing, Inc. (the Respondent), alleging that it has violated Section 8(a)(1) and (5) of the National Labor Relations Act. Although properly served copies of the charge and complaint, the Respondent failed to file an answer.

On May 16, 1994, the General Counsel filed a Motion for Default Summary Judgment with the Board. On May 19, 1994, the Board issued an order transferring the proceeding to the Board and a Notice to Show Cause why the motion should not be granted. The Respondent filed no response. The allegations in the motion are therefore undisputed.

The National Labor Relations Board has delegated its authority in this proceeding to a three-member panel.

Ruling on Motion for Default Summary Judgment

Sections 102.20 and 102.21 of the Board's Rules and Regulations provide that the allegations in the complaint shall be deemed admitted if an answer is not filed within 14 days from service of the complaint, unless good cause is shown. In addition, the complaint affirmatively notes that unless an answer is filed within 14 days of service, all the allegations in the complaint will be considered admitted. Further, the undisputed allegations in the Motion for Default Summary Judgment disclose that the Region, by letter dated April 20, 1994, notified the Respondent that unless an answer were received by April 29, 1994, a Motion for Default Summary Judgment would be filed.

In the absence of good cause being shown for the failure to file a timely answer, we grant the General Counsel's Motion for Default Summary Judgment.

On the entire record, the Board makes the following

FINDINGS OF FACT

I. JURISDICTION

At all material times the Respondent, a corporation, with an office and place of business in Mount Clemens, Michigan, has been engaged in the manufacture of screw machine and cold heading products. During the calendar year ending December 31, 1993, the Respondent, in conducting its operations, sold and shipped from its Mount Clemens, Michigan facility goods valued in excess of $50,000 directly to points outside the State of Michigan. We find that the Respondent is an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act and that Union is a labor organization within the meaning of Section 2(5) of the Act.

II. ALLEGED UNFAIR LABOR PRACTICES

The following employees of the Respondent (the unit) constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act:

> All full-time and regular part-time production and maintenance, shipping and receiving, inspection, set-up, and packing and assembly employees, leaders, janitors and tool-makers, employed by Respondent at its Mount Clemens, Michigan facility; but excluding all office clerical employees, managerial employees, guards and supervisors as defined in the Act, and all other employees.

About September 27, 1990, the Union was certified by the Board in Case 7–RC–19402 as the exclusive majority collective-bargaining representative of the unit.

At all times since September 27, 1990, based on Section 9(a) of the Act, the Union has been the exclusive collective-bargaining representative of the unit.

About February 23, 1992, the Respondent and the Union entered into a collective-bargaining agreement with respect to terms and conditions of employment of the unit, which agreement was to remain in effect through May 23, 1995, and thereafter from year to year unless either party served the other with notice of its desire to terminate or modify the agreement.

The agreement described above provides, inter alia, that during the life of the agreement, the Respondent shall deduct union membership dues and initiation fees during the first pay period of each calendar month of these unit employees so authorizing the deduction, and that all sums so deducted shall be remitted to the financial secretary of the Union by no later than the 20th day of the month in which such deductions are made.

Since about January 1, 1994, the Respondent has failed to continue in effect all the terms and conditions of the agreement by failing to remit to the Union the dues and fees deducted by the Respondent from the wages of unit employees.

Although the terms and conditions of employment described above are mandatory subjects for the pur-

pose of collective bargaining, the Respondent engaged in the conduct without the Union's consent.

CONCLUSION OF LAW

By the acts and conduct described above, the Respondent has been failing and refusing to bargain collectively and in good faith with the exclusive collective-bargaining representative of its employees, and has thereby engaged in unfair labor practices affecting commerce within the meaning of Section 8(a)(1) and (5) and Section 8(d) and Section 2(6) and (7) of the Act.

REMEDY

Having found that the Respondent has engaged in certain unfair labor practices, we shall order it to cease and desist and to take certain affirmative action designed to effectuate the policies of the Act. Specifically, having found that the Respondent has violated Section 8(a)(5) and (1) by failing since January 1, 1994, to remit to the Union membership dues and initiation fees that were deducted from the wages of unit employees pursuant to valid dues-checkoff authorizations as required by the 1992–1995 collective-bargaining agreement, we shall order the Respondent to comply with the agreement and to remit such withheld dues and fees to the Union as required by the agreement, with interest as prescribed in *New Horizons for the Retarded*, 283 NLRB 1173 (1987).

ORDER

The National Labor Relations Board orders that the Respondent, Micro Manufacturing, Inc., Mount Clemens, Michigan, its officers, agents, successors, and assigns, shall

1. Cease and desist from

(a) Failing to continue in effect all the terms and conditions of the 1992–1995 collective-bargaining agreement with Local Union No. 771, International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW), AFL–CIO, as the exclusive representative the employees in the unit described below, by failing to remit to the Union membership dues and initiation fees deducted from the wages of employees:

> All full-time and regular part-time production and maintenance, shipping and receiving, inspection, set-up, and packing and assembly employees, leaders, janitors and tool-makers, employed by Respondent at its Mount Clemens, Michigan facility; but excluding all office clerical employees, managerial employees, guards and supervisors as defined in the Act, and all other employees.

(b) In any like or related manner interfering with, restraining, or coercing employees in the exercise of the rights guaranteed them by Section 7 of the Act.

2. Take the following affirmative action necessary to effectuate the policies of the Act.

(a) Comply with the terms and conditions of the 1992–1995 agreement with the Union by remitting to the Union all membership dues and initiation fees that were deducted from the wages of unit employees since January 1, 1994, with interest, as set forth in the remedy section of this decision.

(b) Preserve and, on request, make available to the Board or its agents for examination and copying, all payroll records, social security payment records, timecards, personnel records and reports, and all other records necessary to analyze the amount of backpay due under the terms of this Order.

(c) Post at its facility in Mount Clemens, Michigan, copies of the attached notice marked "Appendix."[1] Copies of the notice, on forms provided by the Regional Director for Region 7, after being signed by the Respondent's authorized representative, shall be posted by the Respondent immediately upon receipt and maintained for 60 consecutive days in conspicuous places including all places where notices to employees are customarily posted. Reasonable steps shall be taken by the Respondent to ensure that the notices are not altered, defaced or covered by any other material.

(d) Notify the Regional Director in writing within 20 days from the date of this Order what steps the Respondent has taken to comply.

[1] If this Order is enforced by a judgment of a United States court of appeals, the words in the notice reading "Posted by Order of the National Labor Relations Board" shall read "Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board."

APPENDIX

NOTICE TO EMPLOYEES
POSTED BY ORDER OF THE
NATIONAL LABOR RELATIONS BOARD
An Agency of the United States Government

The National Labor Relations Board has found that we violated the National Labor Relations Act and has ordered us to post and abide by this notice.

WE WILL NOT fail to continue in effect all the terms and conditions of the 1992–1995 collective-bargaining agreement with Local Union No. 771, International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW), AFL–CIO, as the exclusive representative the employees in the unit described below, by failing to remit to the Union

membership dues and initiation fees deducted from the wages of our unit employees:

> All full-time and regular part-time production and maintenance, shipping and receiving, inspection, set-up, and packing and assembly employees, leaders, janitors and tool-makers, employed by us at our Mount Clemens, Michigan facility; but excluding all office clerical employees, managerial employees, guards and supervisors as defined in the Act, and all other employees.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce you in the exercise of the rights guaranteed you by Section 7 of the Act.

WE WILL comply with the terms and conditions of the 1992–1995 agreement with the Union by remitting to the Union all membership dues and initiation fees that were deducted from the wages of unit employees since January 1, 1994, with interest.

MICRO MANUFACTURING, INC.